

EXHIBIT G

Plaintiff's Objections and Responses to
Defendants' Second Requests for Production of
Documents (Nos. 139 – 163), served November
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EXHIBIT G

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**UNIVERSAL ENTERTAINMENT
CORPORATION, a Japanese corporation,**

Plaintiff.

VS.

ARUZE GAMING AMERICA, INC., a Nevada corporation, KAZUO OKADA, an individual

Defendants.

CASE NO.: 2:18-CV-585 (RFB) (GWF)

**PLAINTIFF'S OBJECTIONS AND
RESPONSES TO DEFENDANTS' SECOND
REQUESTS FOR PRODUCTION OF
DOCUMENTS (NOS. 139 – 163)**

**PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANTS' SECOND
REQUESTS FOR PRODUCTION OF DOCUMENTS (NOS. 139 – 163)**

1 Pursuant to Rule 34 of the Federal Rules of Civil Procedure, Plaintiff Universal
2 Entertainment Corp. (“UEC” or “Plaintiff”) hereby submits the following Objections and Responses
3 to “Aruze Gaming America, Inc. and Kazuo Okada’s Requests for Production of Documents
4 (Second Set).” Other parties that have been named by Defendants’ in its Counterclaims have not
5 filed a Reply or otherwise moved pursuant to Rule 12. Accordingly, these parties are not under any
6 obligation to provide objections and responses or to produce any information at this time.
7 Therefore, the below objections and responses and any documents produced pursuant hereto are on
8 behalf of Plaintiff Universal Entertainment Corp. alone.

9 These objections and responses are made on the basis of information currently available and
10 without prejudice to the right to produce evidence of any subsequently discovered fact or
11 information, to add, modify or otherwise change, amend or supplement its response as appropriate
12 or to correct any inadvertent errors, mistakes or omissions.

GENERAL OBJECTIONS

14 1. Plaintiff incorporates by reference these General Objections into each and every
15 specific response below. From time to time a specific response may repeat a General Objection for
16 emphasis or for other reasons. The omission of any General Objection in any specific response to a
17 Request for Production is not intended to be and should not be construed as a waiver or limitation of
18 any General Objection to that response. The inclusion of any specific objection in a specific
19 response to a Request for Production is not intended to be and should not be construed as a waiver
20 or limitation of any General Objection or specific objection made herein or that may be asserted at
21 another date.

22 2. Plaintiff objects to the Instructions and Definitions, to the extent they seek to impose
23 any requirement or discovery obligation on Plaintiff greater or different than those imposed by the
24 Court, the Federal Rules of Civil Procedure and/or the Local Rules of Practice in Civil Proceedings
25 before the United States District Court for the District of Nevada (“Local Rules”).

26 3. Plaintiff objects to the Instructions and Definitions to the extent they seek
27 information or documents protected, privileged, immune or otherwise exempt from discovery
28 pursuant to the Court, the Federal Rules of Civil Procedure, the Local Rules or any other applicable

1 rule, decision, or law, including the attorney-client privilege, and the work product doctrine. The
2 provision of any privileged information or document by Plaintiff is unintentional, and Plaintiff does
3 not intend to waive any applicable objection or privilege as a result of such production.

4 4. Plaintiff objects to the Instructions and Definitions to the extent that they seek
5 information or documents covered under a privilege for trade secrets and other confidential and
6 proprietary information. Plaintiff will identify such documents only subject to the terms of the
7 Protective Order entered in this case to protect the confidential nature of such information and
8 documents.

9 5. Plaintiff objects to the Instructions and Definitions to the extent they seek
10 information for time periods beyond those relevant to the issues in this case as overly broad, unduly
11 burdensome, oppressive, not reasonably calculated to lead to the discovery of admissible evidence,
12 and otherwise beyond the scope of discovery under the Federal Rules of Civil Procedure and/or the
13 Local Rules.

14 6. Plaintiff objects to the Requests for Production to the extent they constitute an abuse
15 of process, particularly when the Request is unduly burdensome in view of the cost necessary to
16 investigate and comply weighed against Defendants' need for information.

17 7. Plaintiff objects to the Requests for Production as unduly burdensome to the extent
18 that they seek information already in the possession, custody or control of the Defendants.

19 8. Plaintiff objects to the Definitions and Instructions to the extent that they seek
20 information or documents not within Plaintiff's knowledge, possession, custody or control.

21 9. Plaintiff objects to the Requests for Production to the extent that they seek the
22 discovery of information that is within the possession, custody or control of third parties.

23 10. Plaintiff objects to the Requests for Production as unduly burdensome to the extent
24 that they seek information available from public sources, which can be readily accessed by
25 Defendants.

26 11. Plaintiff objects to the Requests for Production to the extent they seek information or
27 documents to the extent that it is neither relevant to this case nor reasonably calculated to lead to the
28 discovery of admissible evidence.

1 12. Plaintiff objects to the Requests for Production to the extent they seek identification
 2 of “all” or “every” fact, document, and/or persons or to the extent they seek to “fully identify” a
 3 person or entity that refers or relates to a particular subject on the grounds of over breadth, undue
 4 burden and expense. Plaintiff is making reasonable searches for information relevant to the issues
 5 raised in this case, including documents of the type that are the subject of the Requests for
 6 Production. If any additional responsive, non-privileged, non-immune, relevant information is
 7 discovered in the course of any further or continuing searches, it will be identified and/or produced
 8 in accordance with the Federal Rules of Civil Procedure and/or the Local Rules.

9 13. Plaintiff objects to the Requests for Production to the extent they call for a legal
 10 opinion or conclusion in formulating a response. Any response or production of information by
 11 Plaintiff shall not be construed as providing a legal conclusion regarding the meaning or application
 12 of any terms or phrases used in the discovery requests.

13 14. Plaintiff objects to the Requests for Production to the extent that they call for the
 14 production of information subject to the Attorney-Client Privilege, Work Product Doctrine or any
 15 other similar privilege or immunity from production under the laws of the United States or any
 16 foreign jurisdiction, as applicable.

17 15. Plaintiff objects to the Requests for Production to the extent that they purport to
 18 request information from parties other than Plaintiff Universal Entertainment Corp. Other parties
 19 named in Defendants’ Counterclaims have, at the time this document was served, not filed a Reply
 20 or otherwise moved the Court pursuant to Rule 12 and may in fact not properly be parties to this
 21 case’s present discovery plan. Accordingly, these objections and responses are made on behalf of
 22 Plaintiff Universal Entertainment Corp. alone and any production of documents or other
 23 information pursuant hereto is made on behalf of Plaintiff Universal Entertainment Corp. alone.

INSTRUCTIONS AND DEFINITIONS

25 1. Plaintiff/Counter-Defendants’ responses to these requests shall comply with FRCP
 26 34(b)(2), in that for all items produced pursuant to these requests, Plaintiff/Counter-Defendants
 27 shall “organize and label them to correspond with the categories in the request.”

28 2. As used in these requests, the following terms are defined as follows:

1 a. “**AGA**” refers to the Defendant/Counter-Claimant in this action identified as
2 Aruze Gaming America, Inc., including but not limited to its known predecessors, successors,
3 parents, subsidiaries, divisions and affiliates (excluding UEC and Aruze), and each of their
4 respective current and former officers, directors, agents, attorneys, accountants, employees,
5 representatives, partners, consultants, contractors, advisors, and other persons occupying similar
6 positions or performing similar functions, and all other persons acting or purporting to act on its
7 behalf or under its control.

8 b. “**Aruze**” refers to the Counter-Defendant in this action identified as Aruze
9 USA, Inc., including but not limited to its predecessors, successors, parents, subsidiaries, divisions
10 and affiliates (excluding AGA), and each of their respective current and former officers, directors,
11 agents, attorneys, accountants, employees, representatives, partners, consultants, contractors,
12 advisors, and other persons occupying similar positions or performing similar functions, and all
13 other persons acting or purporting to act on its behalf or under its control.

14 c. “**Concerning**” means constituting, relating to, pertaining to, referring to,
15 alluding to, responding to, in connection with, commenting on, in response to, regarding,
16 explaining, discussing, showing, describing, studying, reflecting, analyzing, supporting or
17 contradicting.

18 d. “**Document(s)**” or “**Communication(s)**” mean the original, or a copy when
19 the original is not available, and each non-identical copy, including those which are non-identical
20 by reason of notations or markings of: papers, tapes, drives, discs, or other substances on which
21 **Communications**, data, or information is recorded or stored, whether made by manual, mechanical,
22 photographic or electronic process. This definition includes all drafts or superseded revisions of
23 each document. As used herein, “document(s)” and “**Communications**” includes, but is not limited
24 to: e-mail, text messages, books, pamphlets, periodicals, letters, reports, memoranda, handwritten
25 notes, notations, messages, telegrams, cables, records, drafts, diaries, studies, analyses, summaries,
26 magazines, circulars, bulletins, instructions, minutes, photographs, purchase orders, bills, checks,
27 tabulations, calendars, charge slips, questionnaires, surveys, drawings, sketches, working papers,
28 charts, graphs, indexes, taped correspondence, records of purchase of sale, contracts, agreements,

1 leases, invoices, expense records, trip reports, releases, appraisals, valuations, estimates, opinions,
2 financial statements, accounting records, income statements, electronic or other transcriptions or
3 taping of telephone or personal conversations or conferences or any and all other written, printed,
4 typed, punched, taped, filed or graphic matter or tangible thing, of whatever description, however
5 produced or reproduced (including computer stored or generated data, together with instructions and
6 programs necessary to search or retrieve such data), and shall include all attachments and enclosures
7 to any requested item, which shall not be separated from the item to which they are attached or
8 enclosed. “**Documents**” also includes any records maintained by computer or other electronic
9 media, including disk, CD-ROM, DVD or other devices. “**Documents**” include electronically stored
10 information (“ESI”) associated with requested documents, including, without limitation email,
11 voicemail, documents, spreadsheets, calendars, and any other information existing in electronic
12 format (e.g. Word, Excel, Outlook, .pdf, .tif, .jpg, .wav). “**Documents**” also includes any physical
13 things.

14 e. “**2014 Settlement Agreement**” refers to the Settlement Agreement effective
15 December 26, 2014 between Universal Entertainment Corporation and Aruze Gaming America, Inc.
16 produced as AGA00004887.

17 f. “**2015 Letter of Understanding**” refers to the letter of understanding
18 effective December 31, 2015 between Universal Entertainment Corporation and Aruze Gaming
19 America, Inc. produced as AGA00004892.

20 g. “**June 8, 2010 UEC Press Release**” refers to the UEC Press Release, dated
21 June 8, 2010, entitled “Announcement Regarding the Variance between the Business Forecast and
22 Actual Results for the Full Fiscal Year Ended March 31, 2010, Posting of Non-operating Loss and
23 Extraordinary Loss and Revision of Dividend Forecast” produced as AGA00005731.

24 h. “**UEC**” or “**Plaintiff**” refers to the Plaintiff/Counter-Defendant in this action
25 identified as Universal Entertainment Corporation, including but not limited to its predecessors,
26 successors, parents, subsidiaries, divisions and affiliates, and each of their respective current and
27 former officers, directors, agents, attorneys, accountants, employees, representatives, partners,
28 consultants, contractors, advisors, and other persons occupying similar positions or performing

1 similar functions, and all other persons acting or purporting to act on its behalf or under its control.

2 3. Words in the singular include their plural meaning, and vice versa. The past tense
3 includes the present tense where the clear meaning is not distorted by a change of tense, and words
4 used in the masculine gender shall include the feminine gender.

5 4. The words “and” and “or” shall be individually interpreted in every instance as
6 meaning “and/or” and shall not be interpreted to exclude any information within the scope of any
7 request.

8 5. References to persons and other entities include their agents, employees,
9 representatives, and attorneys.

10 6. These requests require production of **Documents**, including documents,
11 electronically stored information or things, that are in your possession, custody or control, and
12 **Documents** that are in the possession, custody or control of your agents, employees, accountants,
13 attorneys, representatives, or other persons who have documents deemed to be in your possession,
14 custody or control.

15 7. If you contend that you are entitled to withhold from production any or all
16 **Documents** identified herein on the basis of attorney/client privilege, work product doctrine, or
17 other ground, then do the following with respect to each and every document:

18 a. Describe the nature of the document, in sufficient particularity to identify it
19 and to enable you to identify or disclose it in response to an order of the court, including the date
20 and subject matter of such document;

21 b. Identify the person(s) who prepared the document;

22 c. Identify the person(s) who sent and received the original and a copy of the
23 document, or to whom the document was circulated, or its contents communicated or disclosed;
24 and

25 d. State the basis upon which you contend you are entitled to withhold the
26 document from production.

27 8. Whenever a document is not produced in full (as, for example, when material is
28 excerpted or redacted from a document), state with particularity the reason or reasons why the

1 document was not produced in full, and describe to the best of your knowledge, information, or
2 belief and with as much particularity as possible, those portions of the document that are not
3 produced, including the content or substance of the content thereof.

4 9. If **Documents** existed that were responsive to any of these requests, but you contend
5 that such **Documents** no longer exist or are not within your possession, custody or control, then do
6 the following with respect to each and every document:

7 a. Describe the nature of the document, in sufficient particularity to identify it
8 and to enable the answering party to identify or disclose it in response to an order of the court,
9 including the date and subject matter of such document;

10 b. Identify the person(s) who prepared the document;

11 c. Identify the person(s) who sent and received the original and a copy of the
12 document, or to whom the document was circulated, or its contents communicated or disclosed;
13 and

14 d. State the circumstances which prevent production of the document.

15 10. Electronic records and computerized information shall be produced in an intelligible
16 and readable format and shall be accompanied by a description of the system from which they were
17 obtained, including a description of the database or other software utilized with respect to such data.

18 11. Unless otherwise specifically stated, all requests call for production of **Documents**
19 prepared, received, or dated at any time prior to and including the date of production.

20 12. With respect to any category of **Documents** whose production you contend is in
21 some way “burdensome” or “oppressive,” please state the specific reason for that objection.

22 13. These requests are continuing and, to the extent required by the Federal Rules of
23 Civil Procedure, you must promptly produce such additional responsive **Documents** as may
24 hereafter be located or acquired by you.

25 14. The answering party shall produce the **Documents** as they are kept in the usual
26 course of business or organize and label the **Documents** to correspond with the categories in these
27 requests. If the original is not in your custody, then you are to produce a copy thereof, and all non-
28 identical copies which differ from the original or from the other copies produced for any reason

1 | including the making of notes thereon.

2 15. These Requests are intended to encompass any electronically stored information or
3 any data or information maintained in any form.

4 16. Unless the parties agree otherwise, Defendants/Counter-Claimants request
5 production in the form set forth in the parties ESI Agreement.

OBJECTIONS AND RESPONSES

8 | REQUEST NO. 139:

9 Please produce all Documents Concerning the 2014 Settlement Agreement, including but not
10 limited to any drafts in English or Japanese.

11 | OBJECTIONS AND RESPONSE:

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
13 Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to the extent it purports to request documents that are, or should be, within the possession custody and control of one or more of the Defendants.

26 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
27 search, Plaintiff will produce responsive, non-privileged information within its custody and control
28 to the extent that such information exists.

1 **REQUEST NO. 140:**

2 Please produce all Documents Concerning the “corresponding records of UEC” which are
3 referenced in the third “Whereas” clause of the 2014 Settlement Agreement which states: “Whereas,
4 the AGA Group accounting records state the net amount due from the AGA Group to UEC as being
5 substantially higher than the corresponding records of UEC; and” (emphasis added).

6 **OBJECTIONS AND RESPONSE:**

7 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
8 Instructions as if fully set forth herein.

9 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
10 purports to request the production of “all” or “each and every” document in the requested category
11 of documents. Such a request for all documents is unduly burdensome in particular given the
12 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
13 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
14 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
15 reasonable list of custodians whose job responsibilities would indicate that they were in possession
16 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
17 request the production of information subject to the attorney-client privilege, the work product
18 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
19 burdensome to the extent it purports to request documents that are, or should be, within the
20 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
21 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
22 requests propounded by the Defendants.

23 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
24 search, Plaintiff will produce responsive, non-privileged information within its custody and control
25 to the extent that such information exists.

26
27 **REQUEST NO. 141:**

28 Please produce all Documents Concerning the Japanese version of the third “Whereas” clause of the

1 2014 Settlement Agreement where the English translation states: “Whereas, the AGA Group
2 accounting records state the net amount due from the AGA Group to UEC as being substantially
3 higher than the corresponding records of UEC; and.”

4 **OBJECTIONS AND RESPONSE:**

5 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
6 Instructions as if fully set forth herein.

7 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
8 purports to request the production of “all” or “each and every” document in the requested category
9 of documents. Such a request for all documents is unduly burdensome in particular given the
10 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
11 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
12 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
13 reasonable list of custodians whose job responsibilities would indicate that they were in possession
14 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
15 request the production of information subject to the attorney-client privilege, the work product
16 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
17 burdensome to the extent it purports to request documents that are, or should be, within the
18 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
19 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
20 requests propounded by the Defendants.

21 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
22 search, Plaintiff will produce responsive, non-privileged information within its custody and control
23 to the extent that such information exists.

24

25 **REQUEST NO. 142:**

26 Please produce all Documents Concerning UEC’s “payables and receivables [and] Debts” which is
27 referenced in the fourth “Whereas” clause of the 2014 Settlement Agreement which states:
28 “Whereas, the Parties wish to offset their respective payables and receivables, Debts, and

1 consolidate the net amount due onto one note, this Agreement, which will provide certainty as the
2 amount and timing of future cash flows associated with the net debt between the Parties.” (emphasis
3 added).

4 **OBJECTIONS AND RESPONSE:**

5 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
6 Instructions as if fully set forth herein.

7 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
8 purports to request the production of “all” or “each and every” document in the requested category
9 of documents. Such a request for all documents is unduly burdensome in particular given the
10 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
11 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
12 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
13 reasonable list of custodians whose job responsibilities would indicate that they were in possession
14 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
15 request the production of information subject to the attorney-client privilege, the work product
16 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
17 burdensome to the extent it purports to request documents that are, or should be, within the
18 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
19 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
20 requests propounded by the Defendants.

21 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
22 search, Plaintiff will produce responsive, non-privileged information within its custody and control
23 to the extent that such information exists.

24

25 **REQUEST NO. 143:**

26 Please produce all Documents Concerning UEC’s “net debt” which is referenced in the fourth
27 “Whereas” clause of the 2014 Settlement Agreement which states: “Whereas, the Parties wish to
28 offset their respective payables and receivables, Debts, and consolidate the net amount due onto one

1 note, this Agreement, which will provide certainty as the amount and timing of future cash flows
2 associated with the net debt between the Parties.”(emphasis added).

3 **OBJECTIONS AND RESPONSE:**

4 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
5 Instructions as if fully set forth herein.

6 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
7 purports to request the production of “all” or “each and every” document in the requested category
8 of documents. Such a request for all documents is unduly burdensome in particular given the
9 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
10 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
11 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
12 reasonable list of custodians whose job responsibilities would indicate that they were in possession
13 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
14 request the production of information subject to the attorney-client privilege, the work product
15 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
16 burdensome to the extent it purports to request documents that are, or should be, within the
17 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
18 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
19 requests propounded by the Defendants.

20 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
21 search, Plaintiff will produce responsive, non-privileged information within its custody and control
22 to the extent that such information exists.

23
24 **REQUEST NO. 144:**

25 Please produce all Documents Concerning the Japanese version of the fourth “Whereas” clause of
26 the 2014 Settlement Agreement where the English translation states: “Whereas, the Parties wish to
27 offset their respective payables and receivables, Debts, and consolidate the net amount due onto one
28 note, this Agreement, which will provide certainty as the amount and timing of future cash flows

1 associated with the net debt between the Parties.”

2 **OBJECTIONS AND RESPONSE:**

3 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
4 Instructions as if fully set forth herein.

5 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
6 purports to request the production of “all” or “each and every” document in the requested category
7 of documents. Such a request for all documents is unduly burdensome in particular given the
8 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
9 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
10 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
11 reasonable list of custodians whose job responsibilities would indicate that they were in possession
12 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
13 request the production of information subject to the attorney-client privilege, the work product
14 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
15 burdensome to the extent it purports to request documents that are, or should be, within the
16 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
17 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
18 requests propounded by the Defendants.

19 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
20 search, Plaintiff will produce responsive, non-privileged information within its custody and control
21 to the extent that such information exists.

22

23 **REQUEST NO. 145:**

24 Please produce all Documents Concerning “any Claims Related to the Debts” which is referenced in
25 Section 2 of the 2014 Settlement Agreement which states: “2. Mutual Releases. Each Party to this
26 Agreement hereby releases, acquits and forever unconditionally and irrevocably discharges the
27 other Party, its predecessors, successors and related entities, (collectively, the “Released Party”)
28 from any and all claims, which the other Party and its affiliates, successors, assigns, and any other

1 entities otherwise owned, managed or controlled by the releasing party, ever had, now have or
2 hereafter can, shall or may have as of the Effective Date solely with respect to the Debts (“Claims”).
3 This shall constitute a general release of the other Released Party, severally and collectively, with
4 respect to any Claims related to the Debts, and will constitute complete satisfaction of all such
5 actual or potential debts and obligations of the Released Party related thereto. This mutual release
6 shall not include any debts or obligations incurred after the Effective Date of this Agreement
7 between the Parties. (emphasis added).

8 **OBJECTIONS AND RESPONSE:**

9 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
10 Instructions as if fully set forth herein.

11 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
12 purports to request the production of “all” or “each and every” document in the requested category
13 of documents. Such a request for all documents is unduly burdensome in particular given the
14 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
15 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
16 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
17 reasonable list of custodians whose job responsibilities would indicate that they were in possession
18 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
19 request the production of information subject to the attorney-client privilege, the work product
20 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
21 burdensome to the extent it purports to request documents that are, or should be, within the
22 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
23 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
24 requests propounded by the Defendants.

25 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
26 search, Plaintiff will produce responsive, non-privileged information within its custody and control
27 to the extent that such information exists.

1 **REQUEST NO. 146:**

2 Please produce all Documents Concerning Section 2 of the 2014 Settlement Agreement which
3 states: “2. Mutual Releases. Each Party to this Agreement hereby releases, acquits and forever
4 unconditionally and irrevocably discharges the other Party, its predecessors, successors and related
5 entities, (collectively, the “Released Party”) from any and all claims, which the other Party and its
6 affiliates, successors, assigns, and any other entities otherwise owned, managed or controlled by the
7 releasing party, ever had, now have or hereafter can, shall or may have as of the Effective Date
8 solely with respect to the Debts (“Claims”). This shall constitute a general release of the other
9 Released Party, severally and collectively, with respect to any Claims related to the Debts, and will
10 constitute complete satisfaction of all such actual or potential debts and obligations of the Released
11 Party related thereto. This mutual release shall not include any debts or obligations incurred after
12 the Effective Date of this Agreement between the Parties.”

13 **OBJECTIONS AND RESPONSE:**

14 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
15 Instructions as if fully set forth herein.

16 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
17 purports to request the production of “all” or “each and every” document in the requested category
18 of documents. Such a request for all documents is unduly burdensome in particular given the
19 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
20 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
21 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
22 reasonable list of custodians whose job responsibilities would indicate that they were in possession
23 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
24 request the production of information subject to the attorney-client privilege, the work product
25 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
26 burdensome to the extent it purports to request documents that are, or should be, within the
27 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
28 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other

1 requests propounded by the Defendants.

2 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
3 search, Plaintiff will produce responsive, non-privileged information within its custody and control
4 to the extent that such information exists.

5

6 **REQUEST NO. 147:**

7 Please produce all Documents Concerning the Japanese version of Section 2 of the 2014 Settlement
8 Agreement where the English translation states: "2. Mutual Releases. Each Party to this Agreement
9 hereby releases, acquits and forever unconditionally and irrevocably discharges the other Party, its
10 predecessors, successors and related entities, (collectively, the "Released Party") from any and all
11 claims, which the other Party and its affiliates, successors, assigns, and any other entities otherwise
12 owned, managed or controlled by the releasing party, ever had, now have or hereafter can, shall or
13 may have as of the Effective Date solely with respect to the Debts ("Claims"). This shall constitute
14 a general release of the other Released Party, severally and collectively, with respect to any Claims
15 related to the Debts, and will constitute complete satisfaction of all such actual or potential debts
16 and obligations of the Released Party related thereto. This mutual release shall not include any debts
17 or obligations incurred after the Effective Date of this Agreement between the Parties."

18 **OBJECTIONS AND RESPONSE:**

19 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
20 Instructions as if fully set forth herein.

21 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
22 purports to request the production of "all" or "each and every" document in the requested category
23 of documents. Such a request for all documents is unduly burdensome in particular given the
24 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
25 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
26 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
27 reasonable list of custodians whose job responsibilities would indicate that they were in possession
28 of potentially responsive information. Plaintiff objects to this request to the extent it purports to

1 request the production of information subject to the attorney-client privilege, the work product
2 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
3 burdensome to the extent it purports to request documents that are, or should be, within the
4 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
5 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
6 requests propounded by the Defendants.

7 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
8 search, Plaintiff will produce responsive, non-privileged information within its custody and control
9 to the extent that such information exists.

10

11 **REQUEST NO. 148:**

12 Please produce all Documents Concerning the 2015 Letter of Understanding, including but not
13 limited to any drafts in English or Japanese.

14 **OBJECTIONS AND RESPONSE:**

15 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
16 Instructions as if fully set forth herein.

17 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
18 purports to request the production of "all" or "each and every" document in the requested category
19 of documents. Such a request for all documents is unduly burdensome in particular given the
20 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
21 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
22 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
23 reasonable list of custodians whose job responsibilities would indicate that they were in possession
24 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
25 request the production of information subject to the attorney-client privilege, the work product
26 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
27 burdensome to the extent it purports to request documents that are, or should be, within the
28 possession custody and control of one or more of the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control
3 to the extent that such information exists.

4

5 **REQUEST NO. 149:**

6 Please produce all Documents Concerning the opening paragraph of the 2015 Letter of
7 Understanding which states: "This letter of understanding is effective as of December 31, 2015 and
8 is between Aruze Gaming America, Inc. ("AGA"), including its branches, affiliates and subsidiaries
9 (collectively, the "Aruze Group"), and Universal Entertainment Corporation, including its branches,
10 affiliates and subsidiaries ("UEC")."

11 **OBJECTIONS AND RESPONSE:**

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
13 Instructions as if fully set forth herein.

14 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
15 purports to request the production of "all" or "each and every" document in the requested category
16 of documents. Such a request for all documents is unduly burdensome in particular given the
17 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
18 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
19 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
20 reasonable list of custodians whose job responsibilities would indicate that they were in possession
21 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
22 request the production of information subject to the attorney-client privilege, the work product
23 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
24 burdensome to the extent it purports to request documents that are, or should be, within the
25 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
26 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
27 requests propounded by the Defendants.

28 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and

1 search, Plaintiff will produce responsive, non-privileged information within its custody and control
2 to the extent that such information exists.

3

4 **REQUEST NO. 150:**

5 Please produce all Documents Concerning the Japanese version of the opening paragraph of the
6 2015 Letter of Understanding which states: "This letter of understanding is effective as of
7 December 31, 2015 and is between Aruze Gaming America, Inc. ("AGA"), including its branches,
8 affiliates and subsidiaries (collectively, the "Aruze Group"), and Universal Entertainment
9 Corporation, including its branches, affiliates and subsidiaries ("UEC")."

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
14 purports to request the production of "all" or "each and every" document in the requested category
15 of documents. Such a request for all documents is unduly burdensome in particular given the
16 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
17 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
18 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
19 reasonable list of custodians whose job responsibilities would indicate that they were in possession
20 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
21 request the production of information subject to the attorney-client privilege, the work product
22 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
23 burdensome to the extent it purports to request documents that are, or should be, within the
24 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
25 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
26 requests propounded by the Defendants.

27 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
28 search, Plaintiff will produce responsive, non-privileged information within its custody and control

1 to the extent that such information exists.

2

3 **REQUEST NO. 151:**

4 Please produce all Documents Concerning Section 6 of the 2015 Letter of Understanding which
5 states: "6. Mutual Releases. Each party to this letter of understanding hereby releases, acquits and
6 irrevocably discharges the other party, and its related entities (collectively, the "Released Party")
7 from any and all claims, and upon final payment of the amounts as provided for herein will
8 constitute complete satisfaction of all such actual or potential debts and obligations of the Released
9 Party related thereto. This mutual release shall not include any debts or obligations incurred after
10 the effective date of this letter of understanding between the parties."

11 **OBJECTIONS AND RESPONSE:**

12 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
13 Instructions as if fully set forth herein.

14 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
15 purports to request the production of "all" or "each and every" document in the requested category
16 of documents. Such a request for all documents is unduly burdensome in particular given the
17 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
18 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
19 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
20 reasonable list of custodians whose job responsibilities would indicate that they were in possession
21 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
22 request the production of information subject to the attorney-client privilege, the work product
23 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
24 burdensome to the extent it purports to request documents that are, or should be, within the
25 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
26 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
27 requests propounded by the Defendants.

28 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and

1 search, Plaintiff will produce responsive, non-privileged information within its custody and control
2 to the extent that such information exists.

3

4 **REQUEST NO. 152:**

5 Please produce all Documents Concerning the Japanese version of Section 6 of the 2015 Letter of
6 Understanding which states: “6. Mutual Releases. Each party to this letter of understanding hereby
7 releases, acquits and irrevocably discharges the other party, and its related entities (collectively, the
8 “Released Party”) from any and all claims, and upon final payment of the amounts as provided for
9 herein will constitute complete satisfaction of all such actual or potential debts and obligations of
10 the Released Party related thereto. This mutual release shall not include any debts or obligations
11 incurred after the effective date of this letter of understanding between the parties.”

12 **OBJECTIONS AND RESPONSE:**

13 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
14 Instructions as if fully set forth herein.

15 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
16 purports to request the production of “all” or “each and every” document in the requested category
17 of documents. Such a request for all documents is unduly burdensome in particular given the
18 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
19 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
20 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
21 reasonable list of custodians whose job responsibilities would indicate that they were in possession
22 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
23 request the production of information subject to the attorney-client privilege, the work product
24 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
25 burdensome to the extent it purports to request documents that are, or should be, within the
26 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
27 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
28 requests propounded by the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
 2 search, Plaintiff will produce responsive, non-privileged information within its custody and control
 3 to the extent that such information exists.

4

5 **REQUEST NO. 153:**

6 Please produce all Documents Concerning "all such actual or potential debts and obligations of the
 7 Released Party related thereto" which is referenced in Section 6 of the 2015 Letter of Understanding
 8 which states: "6. Mutual Releases. Each party to this letter of understanding hereby releases, acquits
 9 and irrevocably discharges the other party, and its related entities (collectively, the "Released
 10 Party") from any and all claims, and upon final payment of the amounts as provided for herein will
 11 constitute complete satisfaction of all such actual or potential debts and obligations of the Released
 12 Party related thereto. This mutual release shall not include any debts or obligations incurred after
 13 the effective date of this letter of understanding between the parties." (emphasis added).

14 **OBJECTIONS AND RESPONSE:**

15 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
 16 Instructions as if fully set forth herein.

17 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
 18 purports to request the production of "all" or "each and every" document in the requested category
 19 of documents. Such a request for all documents is unduly burdensome in particular given the
 20 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
 21 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
 22 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
 23 reasonable list of custodians whose job responsibilities would indicate that they were in possession
 24 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
 25 request the production of information subject to the attorney-client privilege, the work product
 26 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
 27 burdensome to the extent it purports to request documents that are, or should be, within the
 28 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as

1 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
2 requests propounded by the Defendants.

3 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
4 search, Plaintiff will produce responsive, non-privileged information within its custody and control
5 to the extent that such information exists.

6

7 **REQUEST NO. 154:**

8 Please produce all Documents Concerning UEC's evaluation and approval of the 2015 Letter of
9 Understanding, including but not limited to communications involving Masaaki Inoue.

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,
14 which are subject to more than one reasonable interpretation: "evaluation and approval". Plaintiff
15 will undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff
16 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the
17 production of "all" or "each and every" document in the requested category of documents. Such a
18 request for all documents is unduly burdensome in particular given the extremely broad definitions
19 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff
20 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than
21 conduct a reasonable investigation that collects responsive documents from a reasonable list of
22 custodians whose job responsibilities would indicate that they were in possession of potentially
23 responsive information. Plaintiff objects to this request to the extent it purports to request the
24 production of information subject to the attorney-client privilege, the work product doctrine or any
25 other recognized privilege or immunity. Plaintiff objects to this request as overly burdensome to
26 the extent it purports to request documents that are, or should be, within the possession custody and
27 control of one or more of the Defendants. Plaintiff objects to this request to the extent that it
28 purports to request information that is outside of the possession, custody or control of

1 Plaintiff. Plaintiff objects to this request as overly burdensome to the extent it purports to duplicate
2 or overlap in subject matter with other requests propounded by the Defendants.

3 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
4 search, Plaintiff will produce responsive, non-privileged information within its custody and control
5 to the extent that such information exists.

6

7 **REQUEST NO. 155:**

8 Please produce all Documents Concerning UEC's evaluation and approval of the 2014 Settlement
9 Agreement.

10 **OBJECTIONS AND RESPONSE:**

11 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
12 Instructions as if fully set forth herein.

13 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,
14 which are subject to more than one reasonable interpretation: "evaluation and approval". Plaintiff
15 will undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff
16 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the
17 production of "all" or "each and every" document in the requested category of documents. Such a
18 request for all documents is unduly burdensome in particular given the extremely broad definitions
19 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff
20 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than
21 conduct a reasonable investigation that collects responsive documents from a reasonable list of
22 custodians whose job responsibilities would indicate that they were in possession of potentially
23 responsive information. Plaintiff objects to this request to the extent it purports to request the
24 production of information subject to the attorney-client privilege, the work product doctrine or any
25 other recognized privilege or immunity. Plaintiff objects to this request to the extent that it purports
26 to request information that is outside of the possession, custody or control of Plaintiff. Plaintiff
27 objects to this request as overly burdensome to the extent it purports to duplicate or overlap in
28 subject matter with other requests propounded by the Defendants.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control
3 to the extent that such information exists.

4

5 **REQUEST NO. 156:**

6 Please produce all Documents Concerning communications between UEC and its external auditors
7 involving any payables or receivables between UEC and AGA from January 1, 2010 to present.

8 **OBJECTIONS AND RESPONSE:**

9 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
10 Instructions as if fully set forth herein.

11 Plaintiff objects to this request as vague and ambiguous in its use of the following terms,
12 which are subject to more than one reasonable interpretation: "external auditors". Plaintiff will
13 undertake to interpret these terms as they would in ordinary usage given the context. Plaintiff
14 objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the
15 production of "all" or "each and every" document in the requested category of documents. Such a
16 request for all documents is unduly burdensome in particular given the extremely broad definitions
17 of "Document" supplied by Defendants and, consequently, the request purports to require Plaintiff
18 to collect documents from potentially every employee, agent or attorney of Plaintiff rather than
19 conduct a reasonable investigation that collects responsive documents from a reasonable list of
20 custodians whose job responsibilities would indicate that they were in possession of potentially
21 responsive information. Plaintiff objects to this request to the extent it purports to request
22 information that is neither relevant to the subject matter of this lawsuit nor reasonably calculated to
23 lead to the discovery of admissible evidence.

24 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
25 search, Plaintiff will produce responsive, non-privileged information within its custody and control
26 to the extent that such information exists.

1 **REQUEST NO. 157:**

2 Please produce all Documents Concerning the negotiations of the 2015 Letter of Understanding
3 between UEC and AGA, including but not limited to any correspondence involving Yoshinao
4 Negishi.

5 **OBJECTIONS AND RESPONSE:**

6 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
7 Instructions as if fully set forth herein.

8 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
9 purports to request the production of “all” or “each and every” document in the requested category
10 of documents. Such a request for all documents is unduly burdensome in particular given the
11 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
12 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
13 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
14 reasonable list of custodians whose job responsibilities would indicate that they were in possession
15 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
16 request the production of information subject to the attorney-client privilege, the work product
17 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
18 burdensome to the extent it purports to request documents that are, or should be, within the
19 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
20 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
21 requests propounded by the Defendants.

22 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
23 search, Plaintiff will produce responsive, non-privileged information within its custody and control
24 to the extent that such information exists.

25
26 **REQUEST NO. 158:**

27 Please produce all Documents Concerning the negotiations of the 2014 Settlement Agreement
28 between UEC and AGA, including but not limited to any correspondence involving Yoshitaka

1 Fujihara.

2 **OBJECTIONS AND RESPONSE:**

3 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
4 Instructions as if fully set forth herein.

5 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
6 purports to request the production of “all” or “each and every” document in the requested category
7 of documents. Such a request for all documents is unduly burdensome in particular given the
8 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
9 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
10 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
11 reasonable list of custodians whose job responsibilities would indicate that they were in possession
12 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
13 request the production of information subject to the attorney-client privilege, the work product
14 doctrine or any other recognized privilege or immunity. Plaintiff objects to this request as overly
15 burdensome to the extent it purports to request documents that are, or should be, within the
16 possession custody and control of one or more of the Defendants. Plaintiff objects to this request as
17 overly burdensome to the extent it purports to duplicate or overlap in subject matter with other
18 requests propounded by the Defendants.

19 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
20 search, Plaintiff will produce responsive, non-privileged information within its custody and control
21 to the extent that such information exists.

22

23 **REQUEST NO. 159:**

24 Please produce all Documents Concerning Section 2(2) (titled “Recording of non-operating loss and
25 extraordinary loss and details thereof”) in the June 8, 2010 UEC Press Release which states: “In the
26 fiscal year ended March 31, 2009, the Company transferred shares of Aruze Gaming America, Inc.
27 (hereinafter referred to as “AGA”) and excluded AGA from the consolidation group of the
28 Company. The transfer price was set as approximately 2.3 billion yen in accordance with an

1 evaluation by a third party evaluation organization based on the book value as of the settlement of
 2 accounts of AGA (end of December 2008) as the reference date for the transfer. In fact, however, it
 3 was found that the assets recorded on the book had no substantive value and that there were barely
 4 any assets to be transferred. Accordingly, based on a provision in the basic agreement stating “A
 5 closing period shall be set for six months with the capital increase in the amount of approximately
 6 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company
 7 conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was
 8 recognized that assets to be transferred barely existed as a result of such inspection and sorting-out
 9 of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share
 10 transfer value. The Audit Committee of the Company has expressed its opinion that the series of
 11 such revisions were appropriate.”

12 **OBJECTIONS AND RESPONSE:**

13 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
 14 Instructions as if fully set forth herein.

15 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
 16 purports to request the production of “all” or “each and every” document in the requested category
 17 of documents. Such a request for all documents is unduly burdensome in particular given the
 18 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
 19 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
 20 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
 21 reasonable list of custodians whose job responsibilities would indicate that they were in possession
 22 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
 23 request the production of information subject to the attorney-client privilege, the work product
 24 doctrine or any other recognized privilege or immunity.

25 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
 26 search, Plaintiff will produce responsive, non-privileged information within its custody and control
 27 to the extent that such information exists.

28

1 **REQUEST NO. 160:**

2 Please produce all Documents Concerning the “evaluation by a third party evaluation organization
 3 based on the book value as of the settlement of accounts of AGA (end of December 2008)” which is
 4 referenced in Section 2(2) (titled “Recording of nonoperating loss and extraordinary loss and details
 5 thereof”) in the June 8, 2010 UEC Press Release which states: “In the fiscal year ended March 31,
 6 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as
 7 “AGA”) and excluded AGA from the consolidation group of the Company. The transfer price was
 8 set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation
 9 organization based on the book value as of the settlement of accounts of AGA (end of December
 10 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded
 11 on the book had no substantive value and that there were barely any assets to be transferred.
 12 Accordingly, based on a provision in the basic agreement stating “A closing period shall be set for
 13 six months with the capital increase in the amount of approximately 1.5 billion yen which was
 14 executed on August 19, 2008 as its preliminary step,” the Company conducted another inspection
 15 and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be
 16 transferred barely existed as a result of such inspection and sorting-out of assets and liabilities,
 17 approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit
 18 Committee of the Company has expressed its opinion that the series of such revisions were
 19 appropriate.” (emphasis added).

20 **OBJECTIONS AND RESPONSE:**

21 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
 22 Instructions as if fully set forth herein.

23 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
 24 purports to request the production of “all” or “each and every” document in the requested category
 25 of documents. Such a request for all documents is unduly burdensome in particular given the
 26 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
 27 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
 28 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a

1 reasonable list of custodians whose job responsibilities would indicate that they were in possession
 2 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
 3 request the production of information subject to the attorney-client privilege, the work product
 4 doctrine or any other recognized privilege or immunity.

5 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
 6 search, Plaintiff will produce responsive, non-privileged information within its custody and control
 7 to the extent that such information exists.

8

9 **REQUEST NO. 161:**

10 Please produce all Documents Concerning the statement "it was found that the assets recorded on
 11 the book had no substantive value and that there were barely any assets to be transferred" which is
 12 referenced in Section 2(2) (titled "Recording of nonoperating loss and extraordinary loss and details
 13 thereof") in the June 8, 2010 UEC Press Release which states: "In the fiscal year ended March 31,
 14 2009, the Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as
 15 "AGA") and excluded AGA from the consolidation group of the Company. The transfer price was
 16 set as approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation
 17 organization based on the book value as of the settlement of accounts of AGA (end of December
 18 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded
 19 on the book had no substantive value and that there were barely any assets to be transferred.
 20 Accordingly, based on a provision in the basic agreement stating "A closing period shall be set for
 21 six months with the capital increase in the amount of approximately 1.5 billion yen which was
 22 executed on August 19, 2008 as its preliminary step," the Company conducted another inspection
 23 and sorting out of assets and liabilities to be transferred. Since it was recognized that assets to be
 24 transferred barely existed as a result of such inspection and sorting-out of assets and liabilities,
 25 approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit
 26 Committee of the Company has expressed its opinion that the series of such revisions were
 27 appropriate." (emphasis added).

28

1 **OBJECTIONS AND RESPONSE:**

2 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
3 Instructions as if fully set forth herein.

4 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
5 purports to request the production of “all” or “each and every” document in the requested category
6 of documents. Such a request for all documents is unduly burdensome in particular given the
7 extremely broad definitions of “Document” supplied by Defendants and, consequently, the request
8 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
9 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
10 reasonable list of custodians whose job responsibilities would indicate that they were in possession
11 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
12 request the production of information subject to the attorney-client privilege, the work product
13 doctrine or any other recognized privilege or immunity.

14 Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and
15 search, Plaintiff will produce responsive, non-privileged information within its custody and control
16 to the extent that such information exists.

17
18 **REQUEST NO. 162:**

19 Please produce all Documents Concerning the statement “the Company conducted another
20 inspection and sorting-out of assets and liabilities to be transferred” which is referenced in Section
21 2(2) (titled “Recording of non-operating loss and extraordinary loss and details thereof”) in the June
22 8, 2010 UEC Press Release which states: “In the fiscal year ended March 31, 2009, the Company
23 transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as “AGA”) and excluded
24 AGA from the consolidation group of the Company. The transfer price was set as approximately 2.3
25 billion yen in accordance with an evaluation by a third party evaluation organization based on the
26 book value as of the settlement of accounts of AGA (end of December 2008) as the reference date
27 for the transfer. In fact, however, it was found that the assets recorded on the book had no
28 substantive value and that there were barely any assets to be transferred. Accordingly, based on a

provision in the basic agreement stating “A closing period shall be set for six months with the capital increase in the amount of approximately 1.5 billion yen which was executed on August 19, 2008 as its preliminary step,” the Company conducted another inspection and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be transferred barely existed as a result of such inspection and sorting-out of assets and liabilities, approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate.” (emphasis added).

OBJECTIONS AND RESPONSE:

Plaintiff incorporates each of its General Objections and its Objections to Definitions and Instructions as if fully set forth herein.

Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it purports to request the production of “all” or “each and every” document in the requested category of documents. Such a request for all documents is unduly burdensome in particular given the extremely broad definitions of “Document” supplied by Defendants and, consequently, the request purports to require Plaintiff to collect documents from potentially every employee, agent or attorney of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a reasonable list of custodians whose job responsibilities would indicate that they were in possession of potentially responsive information. Plaintiff objects to this request to the extent it purports to request the production of information subject to the attorney-client privilege, the work product doctrine or any other recognized privilege or immunity.

Subject to Plaintiff’s above objections, after and pursuant to a reasonable investigation and search, Plaintiff will produce responsive, non-privileged information within its custody and control to the extent that such information exists.

REQUEST NO. 163:

Please produce all Documents Concerning the statement “The Audit Committee of the Company has expressed its opinion that the series of such revisions were appropriate” which is referenced in Section 2(2) (titled “Recording of non-operating loss and extraordinary loss and details thereof”) in

1 the June 8, 2010 UEC Press Release which states: "In the fiscal year ended March 31, 2009, the
2 Company transferred shares of Aruze Gaming America, Inc. (hereinafter referred to as "AGA") and
3 excluded AGA from the consolidation group of the Company. The transfer price was set as
4 approximately 2.3 billion yen in accordance with an evaluation by a third party evaluation
5 organization based on the book value as of the settlement of accounts of AGA (end of December
6 2008) as the reference date for the transfer. In fact, however, it was found that the assets recorded
7 on the book had no substantive value and that there were barely any assets to be transferred.
8 Accordingly, based on a provision in the basic agreement stating "A closing period shall be set for
9 six months with the capital increase in the amount of approximately 1.5 billion yen which was
10 executed on August 19, 2008 as its preliminary step," the Company conducted another inspection
11 and sorting-out of assets and liabilities to be transferred. Since it was recognized that assets to be
12 transferred barely existed as a result of such inspection and sorting-out of assets and liabilities,
13 approximately 2,321 million yen was recorded as loss on review of share transfer value. The Audit
14 Committee of the Company has expressed its opinion that the series of such revisions were
15 appropriate." (emphasis added).

16 **OBJECTIONS AND RESPONSE:**

17 Plaintiff incorporates each of its General Objections and its Objections to Definitions and
18 Instructions as if fully set forth herein.

19 Plaintiff objects to this request as overly broad and unduly burdensome inasmuch as it
20 purports to request the production of "all" or "each and every" document in the requested category
21 of documents. Such a request for all documents is unduly burdensome in particular given the
22 extremely broad definitions of "Document" supplied by Defendants and, consequently, the request
23 purports to require Plaintiff to collect documents from potentially every employee, agent or attorney
24 of Plaintiff rather than conduct a reasonable investigation that collects responsive documents from a
25 reasonable list of custodians whose job responsibilities would indicate that they were in possession
26 of potentially responsive information. Plaintiff objects to this request to the extent it purports to
27 request the production of information subject to the attorney-client privilege, the work product
28 doctrine or any other recognized privilege or immunity.

1 Subject to Plaintiff's above objections, after and pursuant to a reasonable investigation and
2 search, Plaintiff will produce responsive, non-privileged information within its custody and control
3 to the extent that such information exists.

4 RESPECTFULLY SUBMITTED this 28th day of November, 2018.
5
6

7 By: /s/ Andrew Z. Weaver
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24 ATTORNEYS FOR PLAINTIFF
25
26
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CERTIFICATE OF SERVICE

I certify that on the 28th day of November, 2018, a true and correct copy of the foregoing

**PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANTS' SECOND REQUESTS
FOR PRODUCTION OF DOCUMENTS (NOS. 139-163) was served by the following method(s):**

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